

EXHIBIT A

**SEVENTH AMENDMENT TO THE
VERIZON BUSINESS SERVICE AGREEMENT**

This Seventh Amendment to the Verizon Business Service Agreement ("Seventh Amendment") is entered into as of the dates set forth below, by and between **Residential Capital, LLC** ("Customer") and **Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Service and Verizon affiliates listed in Exhibit 1** (individually and collectively "Verizon"). Provided that this Seventh Amendment is executed by Verizon, the rates, charges and discounts contained herein will be effective on the first (1st) day of the second (2nd) billing cycle following Customer's signature and delivery of this Seventh Amendment to Verizon ("Seventh Amendment Effective Date").

WHEREAS, Customer and Verizon entered into that certain Verizon Business Service Agreement signed by Customer on May 4, 2007 (the "VSA"), as amended by that certain First Amendment signed by Customer on June 28, 2007, as amended by that certain Second Amendment signed by Customer on July 17, 2007, as amended by that certain Third Amendment signed by Customer on March 12, 2008, as amended by that certain Fourth Amendment signed by Customer on June 16, 2008, as amended by that certain Fifth Amendment signed by Customer on February 26, 2010, and as amended by that certain Sixth Amendment signed by Customer on April 12, 2010 (as amended, the "Agreement"), with respect to certain services to be provided to Customer by Verizon, as more particularly described therein.

The parties agree to amend the Agreement as follows:

1. **Renewal for 12 Months.** The Agreement is extended for twelve (12) months, commencing on the Seventh Amendment Effective Date. Accordingly, Section 2 (Term and Survival) of the Terms and Conditions of the Agreement is hereby amended by adding the following new Subsection 2.1:
 - 2.1 **Renewal Term.** The "Renewal Term" begins on the Seventh Amendment Effective Date and continues for twelve (12) months. During the Renewal Term, "Contract Year" means each consecutive period of twelve (12) Monthly Periods commencing on the Seventh Amendment Effective Date. Customer may, upon mutual agreement by both parties, extend the Agreement for an additional twelve (12) months "Extended Renewal Term" by providing Verizon with written notice of Customer's intent to extend the Agreement, no later than sixty (60) days prior to the expiration of the Renewal Term. Upon Verizon's receipt of Customer's written notice and if mutually agreed, the parties will then amend the Agreement to incorporate the Extended Renewal Term. At the end of either the Renewal Term or Extended Renewal Term, the Agreement will be automatically extended on a month-to-month basis ("Second Extended Term") until either party terminates it by giving ninety (90) days prior written notice. References to "Term" shall include the Renewal Term and the Second Extended Term.
2. **Annual Volume Commitment During Renewal Term.** Section 5 (Annual Volume Commitment) of the Terms and Conditions of the Agreement is hereby deleted and replaced with the following paragraph, for the purpose of changing the AVC (for avoidance of doubt, subsections under Section 5 shall remain unchanged):
 5. **Annual Volume Commitment.** Customer's Total Service Charges incurred during each Contract Year under this Agreement must equal or exceed Three Million One Hundred Thousand Dollars (\$3,100,000) (the "Annual Volume Commitment" or "AVC"). During each Monthly Period of the Second Extended Term, Customer's Total Service Charges must equal or exceed 1/12 of the AVC. "Total Service Charges" means all charges, after application of all discounts and credits, incurred by Customer for Services provided under this Agreement and specifically in each Schedule, specifically excluding: (a) Taxes (defined above); (b) charges for equipment (unless otherwise expressly stated herein); (c) Verizon Wireless charges (d) charges incurred for goods or services where Verizon acts as agent for Customer in its acquisition of goods or services; (e) non-recurring charges; (f) Governmental Charges; (g) international pass-through access charges (i.e., Type 3/PTT) and charges for international access provided by Verizon (i.e., Type 1); and (h) other charges expressly excluded by this Agreement. The Total Service Charges attributable to a Service Order for EMEA Services will not contribute to Customer's AVC or to any Achievement Credits. For the avoidance of doubt notwithstanding any other language to the contrary, including but not limited to Sections 22.2 and 22.3 of the Agreement, and the Affiliate Participation Agreement between Verizon and GMAC Inc. (now known as Ally Financial Inc.) signed by GMAC Inc. on February 26, 2010 (the "Ally Participation Agreement"), the Total Service Charges resulting from the following orders shall not be included in Customer's Total Service Charges and shall not contribute toward Customer's AVC, and Customer shall be secondarily liable for payment of such charges, if Ally fails to make payment according to the payment terms referenced in Section 3 of the Ally Participation Agreement:

Ordered by: Ally Financial Inc.

Order date: On or about February 26, 2010

Governing agreement: Ally Participation Agreement

Project name: Ally D2D Data Center Migration

Y Bill Payer: #Y2651326
Corporate ID: #93339907

3. Second Extended Term Underutilization Charge. Section 6 (Underutilization) of the Terms and Conditions of the Agreement is hereby amended by adding the following new Subsection 6.1:

6.1 Second Extended Term Underutilization Charge. If, in any Monthly Period during the Second Extended Term, Customer's Total Service Charges do not meet or exceed 1/12 of the AVC then Customer shall pay: (1) all accrued but unpaid charges incurred by Customer; and (2) an underutilization charge (which Customer hereby agrees is reasonable) equal to the difference between 1/12 of the AVC and Customer's Total Service Charges during such Monthly Period.

4. Pricing Platform for Ethernet Services, Schedule A-II.G. In Attachment A (Services) of the Agreement, Schedule A-II.G (Ethernet Services), which was added via the Sixth Amendment, the reference to the pricing platform VBS III was in error. It is hereby changed from VBS III to VBS II. This change affects references to VBS III in Section 1, Subsection 1.1.2.1, and Subsection 1.2.2.1.
5. New Schedule for PIP Layer 2. A new Schedule A-II.H (Private IP Layer 2 Virtual Private Wire Service) is added to the Agreement, in the form attached as Exhibit 1 hereto.
6. Definitions. All capitalized terms used but not expressly defined in this Seventh Amendment have the meanings given to such terms in the Agreement.
7. Entire Agreement. Except as expressly modified by this Seventh Amendment, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of Customer and Verizon. This Seventh Amendment, the Agreement, and the applicable Tariffs and Guide, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.
8. Acceptance Deadline. Pricing and/or promotional benefits in this Seventh Amendment may not be available if it is not signed and delivered to Verizon on or before **April 29, 2011**. Any and all prior offers made to Customer, whether oral or written, regarding the subject matter hereof are superseded by this offer.

Residential Capital, LLC

By: [Signature]

Name: GARRICK F. ROULEY

Title: SALES & MARKETING EXEC

Date: 4/20/11

Verizon Business Network Services Inc.

By: [Signature]

Name: Anthony Recine

Title: Vice President

Date: 5/3/11

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